



Agreement to Provide:

- Adjustments to TID Cash Flows to Reflect Debt Service Revenues Requirements
- Update to Tax Incremental District Summary Report and Financial Recommendations - 2015

Date of Transmittal: August 8, 2014
Client: City of La Crosse, WI
Proposed Engagement(s): Part I – Adjustments to TID Cash Flows to Reflect Debt Service “Revenues” Requirements
Part II – Update to Tax Increment District Summary Report and Recommendations – 2015
Hereinafter, collectively referred to as the “Project”

This Agreement is between the City of La Crosse, WI (the "Client") and Ehlers & Associates, Inc. ("Ehlers"). Ehlers agrees to provide the following scope of services for the above Project:

Scope of Services for the Project

Part I – Adjustments to TID Cash Flows to Reflect Debt Service Revenues Requirements

Ehlers shall work with City Finance and Planning staff to revise cash flow projections based on Finance’s requirements related to debt service “revenues,” which support the general fund and payment of total general obligation debt service.

This is an extension of Ehlers existing contract related to the TID Summary Report and Recommendations based on feedback from Finance staff. Ehlers shall charge hourly at the stated rates under “Compensation” below, in an amount not to exceed \$3,000.

Part II – Update to Tax Increment District Summary Report and Recommendations – 2015

Ehlers shall provide the following scope of services with respect to Part II of the Project.

1. Revise base-line financial profile and forecasts for respective TIDs with new information. Financial forecasts and summaries shall include:
 - Cash flows, inclusive of all available revenues, both known and projected (projected, if desired); expenditures, inclusive of existing debt service allocations, annual project costs or capital projects from the Capital Improvements Budget, developer payments (including pay-as-you-go arrangements), administrative costs, and modeling of repayments of advances from other City funds.





- o Review of Project Plans (original and amended, if applicable) and consultation with City for all TIDs. Compilation of summary profiles and recommendations for each TID.
 - o Capacity of Existing TIDs for additional eligible expenditures, and feasibility of additional expenditures within defined expenditure periods under current law. Expenditures can be considered on an annual basis (within applicable expenditure periods) or capitalized through the issuance of debt obligations.
2. Recommendations to City staff based on existing or future/proposed legislation and financial profiles and summaries related to specific actions that can be taken to maximize Existing TIDs' performance. This shall include, but not be limited to, potential amendments to Existing TIDs, such as allocation (revenue-sharing) amendments, amendments to incorporate half-mile projects, boundary amendments; or, creation of new TIDs to accomplish City objectives, including overlay Districts.
 3. Update Report in a fashion consistent with the Report delivered in 2014.
 4. Meet with City staff to discuss presentation of report and recommendations to the Economic Development Commission and Council.
 5. Presentation of report and recommendations to Economic Development Commission and Council.
 6. Debriefing meeting with City staff upon conclusion to review results and close out the Project.

Compensation

In return for the services set forth above, Client agrees to compensate Ehlers as follows:

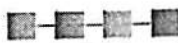
Part I of the engagement is to be charged on an hourly basis based on the table of rates below.

Part II of the engagement is to be charged on an hourly basis, with a not to exceed amount of \$10,000.

Position	Hourly Rate
Senior Financial Advisor	\$225
Financial Advisor	\$200
Financial Specialist/Analyst	\$175

Travel time will be billed at 50% of the hourly rate, with additional reimbursement for actual travel expenses, such as fuel and/or automobile rental costs. We do not intend to charge for incidentals such as overhead, printing, meals, etc. Lodging will be billed to the Client at the actual cost not to exceed \$100/night per individual.

All invoices for hourly services will clearly delineate the individual responsible for the service provided, the name of the project, the hourly rate, and the amount of time in quarter hour increments.





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Ehlers reserves the right to adjust its compensation as a result of a change in the Scope of Service directed by the Client. Any amendments to the Scope of Service will be agreed upon in writing by Ehlers and the Client.

Work Products

All work products shall become the property of the Client upon completion or termination of the engagement. Any proprietary or confidential work product of Ehlers shall be clearly indicated as such, and the Client shall be notified in advance if any work product meets these classifications.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. Invoices shall be submitted to the Client by the last Friday of the month for payment in the following month's Council cycle, pending Council approval.

Client Responsibility

Client is to provide Ehlers with all materials and information necessary in paper or electronic formats to fulfill the identified Scope of Services, as well as making staff available to assist throughout the engagement. Any information considered confidential or not suitable for public dissemination must be noted as such. Client and Ehlers will collectively compile an itemized list of all required documentation prior to inception of the Project.

Affirmative Statement with Respect to Client's "Standard Terms and Conditions" for Contracts

The undersigned officer of Ehlers certifies that Ehlers is in receipt of the City's Standard Terms and Conditions, incorporated herein as Appendix A. Furthermore Ehlers makes an affirmative statement that it is in compliance with the Standard Terms and Conditions, as stated. With respect to Section 14 of the Standard Terms and Conditions, Ehlers shall provide to the Client certificates of insurance for all applicable coverage under this Agreement, as well as documentation that the Client has been made an additional insured party under the enumerated policies under said Section. Such certificates and statements regarding insurance coverage are incorporated herein by reference.





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Execution and Authority

By executing this Agreement, the person signing on behalf of Client represents that he/she has the authority to execute agreements of this type on behalf of Client and that this Agreement constitutes a binding obligation of Client enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

CITY OF LA CROSSE, WI

By: T. Kelly

Dated: November 12, 2014

Title: MAYOR

By: Teri Lehrke

Title: City Clerk

EHLERS & ASSOCIATES, INC.

By: [Signature]

Dated: 10/21, 2014

Title: Principal

